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2008 Sep 19 08:20 AM

Fee: \$ 24.00

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D208363243

3 Pages



Suzanne Henderson

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVERS LICENSE NUMBER.

**AMENDMENT AND CLARIFICATION
OF OIL AND GAS LEASE**

STATE OF TEXAS §
 §
COUNTY OF TARRANT §

THIS AMENDMENT AND CLARIFICATION OF OIL AND GAS LEASE (this "Amendment"), is made by and between **Payton Realty Management, Ltd, a Texas limited partnership**, ("Lessor"), whose address is P.O. Box 1662, Euless, Texas 76039, and **Chesapeake Exploration, L.L.C., an Oklahoma limited liability company**, P.O. Box 18496, Oklahoma City, Oklahoma 73154, ("Lessee").

WITNESSETH:

WHEREAS, On November 12, 2007 Lessor, named above, executed and delivered to Lessee, named above, a Paid Up Oil and Gas Lease, (the "Lease") described in that certain Memorandum of Oil and Gas Lease, (the "Memorandum"), dated November 12, 2007, which is recorded as Document No. D208026145, Official Public Records of Tarrant County, Texas, covering certain lands in Tarrant County, Texas, more particularly described therein (the "Leased Premises"); and

WHEREAS, Lessor, Lessees or their Assigns agree that the Lease as Memorandum as described above are valid, in force, and in full effect. It is the desire of the Lessors, Lessees or their Assigns to amend the Lease by the addition of the following paragraph to wit,

Notwithstanding any other provision in this Lease to the contrary, Lessor hereby expressly reserves, and Lessee, by this document, acknowledges Lessor's reservation of and Lessee's waiver of the right to use the surface of the land hereby leased, for any purpose, including but not limited to, the exploration, development, drilling, storage or transportation of oil, gas and other minerals and Lessee hereby waives any and all surface rights to the subject land and Lessee shall have no right to the use of any or all of the surface of the subject land. It is provided, however, that Lessee shall be entitled to explore for, drill and produce and save oil, gas and other minerals from the subject land so long as Lessee does not use any part of the surface for such purposes.

NOW THEREFORE For adequate consideration, the receipt and sufficiency of which is acknowledged by Lessors, this Lease shall be, and provide for the term of Three (3) years from the executed date stated above and as long thereafter as oil or gas are produced from the lands or lands from which the lands are pooled, or in the manner provided for and on the terms and conditions set forth in the Lease, as amended. In all other respects the Lease remains unchanged. By executing this Amendment, Lessors hereby grant, lease, and let the lands to Lessees or their Assigns, on the terms and provisions provided in the Lease, as amended.

D208363243

This Amendment to Oil and Gas Lease may be executed in multiple counterparts, but all the counterparts, taken together, shall be deemed one Amendment. This Amendment to Oil and Gas Lease is executed by each Lessor as of the date of acknowledgment of their respective signatures, but shall be deemed effective for all purposes as of the executed date stated above.

Executed this 28 day of August, 2008, but made Effective as of November 12, 2007.

LESSOR (WHETHER ONE OR MORE):

**Payton Realty Management, Ltd,
A Texas limited partnership**


By: Jimmy C. Payton, Senior President

LESSEE:

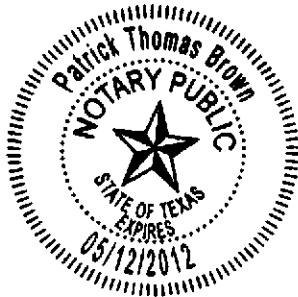
**Chesapeake Exploration, L.L.C.,
An Oklahoma limited liability company**



By: Henry J. Hood, Sr. Vice President -Land and
Legal & General Counsel

ACKNOWLEDGEMENTS

STATE OF TEXAS §
 §
COUNTY OF TARRANT §

This instrument was acknowledged before me on this 28 day of August, 2008 by **Jimmy C. Payton, Senior President of Payton Realty Management, Ltd, a Texas limited partnership**, on behalf of said limited partnership.




Notary Public, State of Texas
Notary's name (printed): Patrick T. Brown
Notary's commission expires: May 12, 2012

STATE OF OKLAHOMA §
COUNTY OF Oklahoma §

This instrument was acknowledged before me on the 12th day of September, 2008,
by, Henry J. Hood as Senior Vice President - Land & of _____
Legal and General Counsel as _____
_____, on behalf of Chesapeake Exploration, L.L.C.

Debbie F. Allen

Notary Public in and for the State of Oklahoma



DEBBIE F. ALLEN
Oklahoma County
Notary Public in and for
State of Oklahoma

Commission # 00013703 Expires 9/22/08

Record & Return to:
Chesapeake Operating, Inc.
P.O. Box 18496
Oklahoma City, OK 73154